Co., 121 Fed. 915. See *California Commercial Association* v. *Wells, Fargo & Co.*, 14 Interst. C. Rep. 422, 434; *Export Shipping Co.* v. *Wabash R. Co.*, 14 Interst. C. Rep. 437, 440. It is submitted, however, that the forwarding agents' real function is the collection and distribution of small shipments. For that they deserve compensation, and in that they are taking no unfair advantage of the railroads when they apply for carriage as members of the great body of shippers who must be served at reasonable and non-discriminatory rates.

CHOSES IN ACTION — WHAT MAY BE ASSIGNED — ASSIGNMENT OF TORT ACTION. — The plaintiff in an action for assault assigned the moneys which he might recover to a third person for a valuable consideration. The moneys recovered were attached at the suit of creditors of the assignor by garnishment. *Held*, that the assignee of the moneys obtained no rights by the assignment. *Webber* v. *Gaffin*, 9 East. L. Rep. 277 (Nova Scotia, Sup. Ct., Jan. 7, 1911).

The general statement of the law is that only those rights of action which survive the person may be effectively assigned. See *Zabriskie* v. *Smith*, 13 N. Y. 322; 3 POMEROY, EQUITY JURISPRUDENCE, § 1275. At common law, all actions arising *ex delicto*, and some *ex contractu*, notably for breach of promise of marriage, died with the party injured. *Chamberlain* v. *Williamson*, 2 M. & S. 408. See WILLIAMS, EXECUTORS, 10 ed., 606. By the statute 4 Edw. III., c. 7, it was enacted that an executor might sue for injuries to the personal property of the deceased. So, in accordance with the principle above stated, an assignment of a right to sue in trespass or trover is valid. *North* v. *Turner*, 9 Serg. & R. (Pa.) 244; *Jordan* v. *Gillen*, 44 N. H. 424. For the same reason, a right of action based on a wrong to the person could not be assigned. *Pulver* v. *Harris*, 52 N. Y. 73 (assault); *Hunt* v. *Conrad*, 47 Minn. 557 (false imprisonment). *Cf. Howard* v. *Crowther*, 8 M. & W. 601 (seduction). A judgment obtained in a tort action is assignable on the theory that the claim has become a debt. *Williams* v. *West Chicago St. Ry.*, 199 Ill. 57. Modern statutes have effected a great relaxation in the law. In England the Judicature Act (1873), § 25 (6), makes all choses in action assignable. But see *May* v. *Lane*, 64 L. J. Q. B. 236. The same result has been attained in this country by enactments providing for the survival of personal actions. *Gray* v. *McCallister*, 50 Ia. 497 (malicious prosecution); *Stewart* v. *Lee*, 70 N. H. 181 (breach of promise of marriage).

CONSTITUTIONAL LAW — DUE PROCESS OF LAW — NEW YORK WORKMEN'S COMPENSATION ACT. — A New York statute provided that for all personal injuries sustained by workmen in eight dangerous employments, the employer should be liable for compensation, unless the injury be "caused in whole or in part by the serious and willful misconduct of the workman." The statute fixed a scale of compensation, by which a multiple of the daily earnings of the workman was recoverable for death, and a fraction for each day of disability. *Held*, that the statute violates the "due process of law" clause in the State Constitution. *Ives* v. *South Buffalo Ry. Co.*, 201 N. Y. 271. See NOTES, p. 647.

CONSTITUTIONAL LAW — IMPAIRMENT OF THE OBLIGATION OF CONTRACTS — VALIDITY OF STATUTE PROHIBITING LIMITATION ON SUITS. — The plaintiff took out an insurance policy in the defendant company, the policy providing that action on it must be brought within six months after the loss. A statute was later passed making invalid provisions in policies limiting to less than a year the time within which suits must be brought. A loss then occurred and the plaintiff brought action more than six months afterwards. *Held*, that the plaintiff can recover, the statute not impairing the obligation of the con-

tract. *Smith & Marsh* v. *Northern Neck Mut. Fire Ass'n*, 70 S. E. 482 (Va.).

It has been frequently held that the obligation of a contract is not impaired by a statute affecting only the remedy allowed, provided that an adequate remedy remain. *Swan* v. *Mutual Reserve Fund Life Ass'n*, 155 N. Y. 9. See *Sturges* v. *Crowninshield*, 4 Wheat. (U. S.) 122, 200. Statutes of limitation commonly limit the time within which litigants in a particular jurisdiction must sue on their claims, so merely go to the remedy. *Townsend* v. *Jennison*, 9 How. (U. S.) 407. Yet where the contract itself provides a time within which suit must be brought, such a provision must necessarily be substantive, and not concerned merely with the mode of procedure which a particular sovereign will allow. *Cf. The Harrisburg*, 119 U. S. 199. Thus in the principal case technically the substance of the contract, not merely the remedy, is affected. Yet, in laying down the rule that the remedy may be changed without impairment of the contract, courts are probably not limiting the use of the word "remedy" to its strict sense, but are referring to the general procedure on the contract as distinguished from its gist. See *Curtis* v. *Whitney*, 13 Wall. (U. S.) 68.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — INVOLUNTARY SERVITUDE. — A North Carolina statute provided that any person who, with intent to defraud, obtained money upon an agreement to work, and failed to complete the work according to the contract, without a lawful excuse, should be guilty of a misdemeanor. This was amended by a provision that the failure to comply with such an agreement should be presumptive evidence of the intent to defraud when the agreement was made, subject to rebuttal. *Held*, that the amendment violates the Due Process clause of the federal Constitution. *State* v. *Griffin*, 70 S. E. 292 (N. C.).

The principal case, though holding the statute unconstitutional under the Fourteenth Amendment, is based on the opinion accompanying a recent decision of the Supreme Court which held a similar statute bad under the Thirteenth Amendment. *Bailey* v. *Alabama*, 31 Sup. Ct. Rep. 145. For a discussion of the principles involved in that case, see 24 HARV. L. REV. 391.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — WHETHER CORPORATIONS ARE ENTITLED TO PRIVILEGE AGAINST SELF-INCRIMINATION. — A *subpoena duces tecum* was issued out of a federal court addressed to a New York corporation to compel it to bring its books and papers before a grand jury, which was investigating certain alleged violations of the customs laws of the United States by the corporation. The corporation resisted the *subpoena* on the ground that it compelled it to incriminate itself in violation of the Fifth Amendment of the Constitution of the United States. *Held*, that the corporation must obey the *subpoena*. *In re Borun Hat Co.*, 184 Fed. 506 (Circ. Ct., S. D. N. Y.).

A corporation is not a "citizen" within the meaning of Art. IV, § 2, of the Constitution. *Paul* v. *Virginia*, 8 Wall. (U. S.) 168. But corporations are entitled to all privileges given by the Constitution which are appropriate. Thus they are protected by the Fourteenth Amendment and the last two clauses of the Fifth Amendment from being improperly deprived of property. *Monongahela Navigation Co.* v. *United States*, 148 U. S. 312, 325, 336. See *Sinking-Fund Cases*, 99 U. S. 700, 718; *Santa Clara County* v. *Southern Pacific R. Co.*, 118 U. S. 394. Although the statement in the principal case that corporations are not within the Fifth Amendment seems therefore too broad, the Supreme Court have announced their opinion, though entirely *obiter*, that corporations are not within the clause against self-incrimination. See *Hale* v. *Henkel*, 201 U. S. 43, 74. As regards oral testimony, this clause may well be inapplicable to corporations, since an agent cannot refuse to testify on the